

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 53	
2. Contract (Proc. Inst. Ident) No. DAAE07-00-D-M051		3. Effective Date 2000NOV16		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM AMSTA-LC-X-P MICHEAL D. MCHUGH (810)574-5899 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: MCHUGHM@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCM DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000			Code S2305A	
			SCD A PAS NONE		ADP PT SC1012		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GMGD DEFENSE GROUP LLC, JOINT VENTU 38500 MOUND RD STERLING HEIGHTS MI 48310-3200 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1NLE2				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/NEW DOMINION DIVISION P.O. BOX 182041 COLUMBUS, OH 43218-2041			Code SC1018	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Fixed-Fee		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
			KIND OF CONTRACT: Supply Contracts and Priced Orders				
Contract Expiration Date: 2008SEP30				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	38
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	25		J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	26		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	30		L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
X	H	Special Contract Requirements	33				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ (Signature of Contracting Officer)		20C. Date Signed 2000NOV16	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS Supplies or Services and Prices/Costs				
0001AA	INFANTRY CARRIER VEHICLE (ICV) NOUN: INFANTRY CARRIER VEHICLE (ICV SECURITY CLASS: Unclassified * Reference Special Provision H.3 for ICV prices in the appropriate Fiscal Year Ordering Period. The ICV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.1. (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 714	EA	\$ UNDEFINITIZED *See H.3	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	<u>Supplies or Services and Prices/Costs</u>				
0200AA	<u>ANTITANK GUIDED MISSILE VEHICLE(ATGM)</u> SECURITY CLASS: Unclassified NOUN: Antitank Guided Missile Vehicle (ATGM) *Reference Special Provision H.3 for ATGM prices in the appropriate Fiscal Year Ordering Period. The ATGM shall be in accordance with the Contract Attachment 1, Performance Specification 2000.3. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 89	EA	\$ <u>UNDEFINITIZED</u> *See H.3	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	<u>Supplies or Services and Prices/Costs</u>				
0300AA	<u>RECONNAISSANCE VEHICLE (RV)</u> NOUN: RECONNAISSANCE VEHICLE (RV) SECURITY CLASS: Unclassified *Reference Special Provision H.3 for RV prices in the appropriate Fiscal Year Ordering Period. The RV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.4. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 321	EA	\$ <u>UNDEFINITIZED</u> *See H.3	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400	<u>Supplies or Services and Prices/Costs</u>				
0400AA	<u>FIRE SUPPORT VEHICLE (FSV)</u> NOUN: FIRE SUPPORT VEHICLE (FSV) SECURITY CLASS: Unclassified <p>*Reference Special Provision H.3 for FSV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The FSV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.5.</p> <p>(End of narrative B001)</p> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 97	EA	\$ _UNDEFINITIZED	
				*See H.3	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500	<u>Supplies or Services and Prices/Costs</u>				
0500AA	<u>ENGINEERING SUPPORT VEHICLE (ESV)</u> NOUN: ENGINEERING SUPPORT VEHICLE SECURITY CLASS: Unclassified *Reference Special Provision H.3 for ESV prices in the appropriate Fiscal Year Ordering Period. The ESV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.6. <div>(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 72	EA	\$ <u>UNDEFINITIZED</u> *See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0700	<u>Supplies or Services and Prices/Costs</u>				
0700AA	<u>MEDICAL EVACUATION VEHICLE (MEV)</u> NOUN: MEDICAL EVACUATION VEHICLE SECURITY CLASS: Unclassified <p>*Reference Special Provision H.3 for MEV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The MEV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.8.</p> <p>(End of narrative B001)</p> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 104	EA	\$ _UNDEFINITIZED	
				*See H.3	

Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0800	<u>Supplies or Services and Prices/Costs</u>				
0800AA	<p>NBC RECONNAISSANCE VEHICLE (NBCRV)</p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: NBC Reconnaissance Vehicle (NBCRV)</p> <p>*Reference Special Provision H.3 for NBCRV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The NBCRV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.9.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 37	EA	\$ <u>UNDEFINITIZED</u>	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>Exhibit A includes ELINs A001 - A032.</p> <p>(End of narrative B001)</p>	1	LOT	NSP	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000	<u>Supplies or Services and Prices/Costs</u>				
6000AA	<u>ENGINEERING MANUFACTURING&DEVELOPMENT (EMD)</u> SECURITY CLASS: Unclassified NOUN: Engineering Manufacturing and Development (EMD) *EMD shall be in accordance with Special Provision H.5. Reference Section H.5 for the total estimated amount and the incremental funding schedule. <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ <u>UNDEFINITIZED</u> *See H.5	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7002	<u>Supplies or Services and Prices/Costs</u>				
7002AA	<u>RETROIFT TO INCORPORATE BLOCK IMPOVEMENTS</u> SECURITY CLASS: Unclassified *Retrofit to Incorporate Block Improvements in accordance with Special Provision H.17. Reference Section B, Schedule J, for the price. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ <u>UNDEFINITIZED</u> *See H.17	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7003	<u>Supplies or Services and Prices/Costs</u>				
7003AA	<u>MODELING & SIMULATION DATA REQUIREMENTS</u> SECURITY CLASS: Unclassified NOUN: Modeling & Simulation Data Requirements *Modeling & Simulation Data Requirements shall be in accordance with Special Provision H.19. Reference Section B, Schedule L, for the price in the appropriate fiscal year. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ <u>UNDEFINITIZED</u> *See H.19	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7004	<u>Supplies or Services and Prices/Costs</u>				
7004AA	<u>REFURBISHMENT&DELIVERY OF BID SAMPLE VEHICLE</u> SECURITY CLASS: Unclassified NOUN: Refurbishment & Delivery of Bid Sample Vehicles *Refurbishment and Delivery of Bid Sample Vehicles shall be in accordance with Special Provision H.20. Reference Section B, Schedule A-1 for the price. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ <u>UNDEFINITIZED</u> *See H.20	

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Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8000	<u>Supplies or Services and Prices/Costs</u>				
8000AA	<u>AWARD FEE FOR THE CONTRACTOR'S SUCCESSFUL &</u> SECURITY CLASS: Unclassified NOUN: Award Fee for the Contractor's Successful and Timely Performance/Support of the Initial Brigade Set Reference Special Provisoin H.4 for the award fee evaluation plan. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				

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B.1 Engineering Development Effort - ESTIMATED COST, AWARD FEE AND PAYMENT

B.1.1 The estimated cost for performance of the Engineering Development work (Section C.5), specified under this contract, will be set forth in a Delivery Order should the option be exercised. In consideration of performance of the work specified in Section C.5, the Government will pay the Contractor its allowable costs, which shall be determined, and payment therefore provided in accordance with the contract clause FAR 52.216-7, entitled "ALLOWABLE COST AND PAYMENT". The cost shown shall also constitute the estimated cost for performance hereunder for the purpose of the clause FAR 52.232-22, entitled "LIMITATION OF FUNDS". Neither the Government nor the Contractor guarantee the accuracy of such estimate.

B.1.2 In addition, the Contractor will be paid an award fee, in accordance with the Special Provision Clauses in Section H of the contract. The award fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's effort in connection with the Engineering Development work required and performed under this contract.

B.2 PAYMENT

The contractor may submit public vouchers bi-monthly for payment under the cost reimbursement CLIN(s) of this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS	JUL/1995
<p>The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:</p> <p>When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2. (End of clause)</p>			
C-2	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS	JUL/1995
<p>The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:</p> <p>a. Paragraphs 3.27 and 3.28 reference MIL-P-116;</p> <p>b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;</p> <p>c. Numerous paragraphs require labels per MIL-L-61002.</p> <p>Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:</p> <p>a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.</p> <p>b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.</p> <p>c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.</p> <p>(END OF CLAUSE)</p>			
C-3	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999
<p>(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.</p>			
<p>(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.</p>			
<p>(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.</p> <p>(End of clause)</p>			

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	APR/1984
E-3	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-4	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	SEP/1992

1. GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract, under the following conditions:
- a. You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
 - b. You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item meets the contract requirements.
2. HOW TO SUBMIT A TEST DELETION REQUEST.
- a. BEFORE CONTRACT AWARD - Submit your request along with your bid or proposal. Make sure that your bid or proposal includes an alternate price (that reflects how your basic price would change if we approved your request).
 - b. AFTER CONTRACT AWARD - Send your requests to (USA TACOM, Warren, MI 48397-5000, ATTN: AMSTA-LC-X-P) at least 45 days before you're scheduled to make delivery of the affected end item.
 - c. ALL REQUESTS MUST -
 - (1) identify the test(s) you want deleted;
 - (2) state the basis for your request;
 - (3) include a list of configuration changes made;
 - (4) demonstrate that you meet the conditions in paragraph 1a or 1b above;
 - (5) include proposed amount of equitable adjustment (if change is requested after award)
3. SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with this data if we ask for it.
4. CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price, under the Changes clause of this contract.
- ***
- | | | | |
|-----|------------------------|---|----------|
| E-7 | 52.211-4030
(TACOM) | SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS
(CARC) ON METALLIC SURFACES | SEP/1997 |
|-----|------------------------|---|----------|
- (a) Application: MIL-C-46168
MIL-C-53039
- (b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:
- 1. Directly adjacent to a weld
 - 2. On or directly adjacent to a machine cut or sheared edge.
 - 3. On any mechanically formed surface when lubricants/drawing compounds were used.
 - 4. On paint touch-up areas.
- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the

cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 to 168 hours.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

2. Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

COATING THICKNESS	
SPECIFICATION	DRY FILM THICKNESS (Mils)
MIL-P-15328	0.3 - 0.5
MIL-P-23377	1.0 - 1.5
MIL-P-52192	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 minimum
MIL-C-53039	1.8 minimum.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

(1) Inadequate cleaning of the substrate.

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- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

* * *

E-8	52.246-4027 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as ISO 9001, or (ii) military, or (iii) commercial, or (iv) national quality standards. (NOTE, however, that quality systems conforming to ISO 9002 or MIL-I-45208 or comparable are NOT acceptable for this contract.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- (XX) ISO 9001
() QS 9000
() ANSI/ASQ Q9001
() Other, specifically: _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

* * *

E-9	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
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Inspection Point: ORIGIN

We will inspect the supplies as described elsewhere in this solicitation/contract and before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

SUBCONTRACTOR'S PLANT: ANNISTON ARMY DEPOT
(Name)

7 FRANKFORD AVENUE BLDG 414	ANNISTON	CALHOUN	ALABAMA	36201
(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANT: DIESEL DIVISION, GENERAL MOTORS OF CANADA, LTD
(Name)

1991 OXFORD ST EAST LONDON MIDDLESEX ONTARIO NGA4N5

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(Address) (City) (County) (State) (Zip)

(End of Clause)

E-10 52.246-4029 ACCEPTANCE POINT: ORIGIN FEB/1998
(TACOM)
Acceptance Point: ORIGIN

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section F clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section E clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

E-11 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4006 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	JAN/1997

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

- (a) Start deliveries (Offeror will propose in accordance with (IAW) Section H) days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.
- (1) You'll deliver a minimum of (Offeror will propose IAW Section H) units every 30 days;
- (2) You'll deliver a maximum of (Offeror will propose IAW Section H) units every 30 days.
- (b) You can deliver more than the maximum number of units every thirty days: (Offeror will propose IAW Section H)
- (c) Individual delivery order quantities will not exceed the maximums specified in the Section H clause DELIVERY ORDER LIMITATIONS.
- ***

F-9	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --			
(1) Cancel the stop-work order; or			
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.			
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --			
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and			
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.			
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.			

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(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F-10 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.
(End of clause)

F-11 52.227-4002 DATA (SOFTWARE) APR/1985
(TACOM)

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT OCT/1994
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s) of Lading or US Postal Services;
- (2) Commercial Bill(s) of Lading converted to Government Bill(s) of Lading at destination;
- (3) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (4) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (3) Authorization to ship Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days before the materiel is ready for shipment. The Contractor must prepare and address the forms as directed by the Administrative Contracting Officer (ACO) or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS	MAR/2000
H-2	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	MAR/2000
H-3	52.232-16	PROGRESS PAYMENTS (Alternate III, dated March 2000)	MAR/2000
H-4	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-5	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-6	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-7	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-8	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-9	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS ALTERNATE I	DEC/1991
H-10	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-11	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-12	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-13	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-14	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-15	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	APR/2000
H-16	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
H-17	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	MAR/1998
H-18	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
H-19	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
H-20	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-21	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-22	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-23	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-24	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
H-25	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
H-26	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
H-27	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
H-28	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
H-29	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-30	252.246-7001	WARRANTY OF DATA	DEC/1991
H-31	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-32	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 30 September 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

H-33	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEP 2008.

(End of clause)

H-34 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES MAR/1998
(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of TBD, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

H-35 252.243-7000 ENGINEERING CHANGE PROPOSALS - ALTERNATE I (MAY 1994) SEP/1999
(ALT I)
(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(d) If the price of a Contractor initiated engineering change is 10,000 or less, the change, if ordered, shall be made at no adjustment in the contract price.

** In cost reimbursement type contracts, replace this sentence with the following: "Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost."

(End of clause)

H-36 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998
(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or

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traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in 225.7401).

(End of clause)

H-37 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-38 TACOM SUBMISSION OF PRODUCTION PLANNING REPORT MAY/1994

a. This clause implements paragraph (a) of FAR 52.242-2, PRODUCTION PROGRESS REPORTS, from Section I of the contract.

b. For this contract, you must give us a report per FAR 52.242-2 only if the contracting officer asks you in writing to do so, on or after contract award. If the contracting officer asks, you will send him or her a report, consisting of a copy of your production plan, milestone schedule, or other planning document you write in-house to (i) identify and (ii) schedule the steps that will be required to perform this contract per the delivery schedule. Send the report within 14 calendar days of the date you receive the request.

c. Your report may be in whatever format you use for planning and management purposes, so long as (i) it is legible and (ii) you include a key to translate abbreviations, acronyms, and codes used in your format.

d. Your initial submission normally will be the only report you must make per this clause. However, you will receive comments and be asked to respond if the contracting officer, within 30 days after having received your report, thinks you have left out crucial steps, or is concerned about the adequacy of your report. Your response can be in the form of explanation, a

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revised production plan, or both, but must be made to the contracting officer within 30 calendar days after you receive his or her comments.

e. You agree that the production plans you furnish per this clause and FAR 52.242-2 are the plans you will follow in performing this contract.

(END OF CLAUSE)

H-39	52.204-4005	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000
	(TACOM)		

a. All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

b. In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

c. Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

d. Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

1. You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

2. You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

e. Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

(end of clause)

H-40	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-41	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	APR/2000
	(TACOM)		

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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference: (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. (c) Submit each DD 250 separately. [end of clause]		

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>
(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-29	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-32	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-34	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-35	52.223-10	WASTE REDUCTION PROGRAM	OCT/1997
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/1996
I-37	52.225-10	DUTY-FREE ENTRY	APR/1984
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	FEB/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-3	PATENT INDEMNITY	APR/1984
I-43	52.227-9	REFUND OF ROYALTIES	APR/1984
I-44	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-47	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-48	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-49	52.229-7	TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN/1991
I-50	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-51	52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG/1992
I-52	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999

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I-53	52.232-1	PAYMENTS	APR/1984
I-54	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-55	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-56	52.232-11	EXTRAS	APR/1984
I-57	52.232-17	INTEREST	JUN/1996
I-58	52.232-20	LIMITATION OF COST	APR/1984
I-59	52.232-22	LIMITATION OF FUNDS	APR/1984
I-60	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-61	52.232-25	PROMPT PAYMENT	JUN/1997
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-63	52.233-1	DISPUTES	DEC/1998
I-64	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-65	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-66	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-67	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-68	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-69	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-70	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-71	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-72	52.242-13	BANKRUPTCY	JUL/1995
I-73	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-74	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II (APR 1984))	AUG/1987
I-75	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-76	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-77	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-78	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-79	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-80	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-81	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-82	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-83	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-84	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-85	52.248-1	VALUE ENGINEERING	FEB/2000
I-86	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-87	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-88	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-89	52.249-14	EXCUSABLE DELAYS	APR/1984
I-90	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-91	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-92	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-93	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-94	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-95	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-96	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-97	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-98	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-99	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-100	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-101	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-102	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-103	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-104	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF	FEB/2000

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		CHINA	
I-105	252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER	JUN/1997
I-106	252.225-7024	RESTRICTION ON ACQUISITION OF NIGHT VISION IMAGE INTENSIFIER TUBES AND DEVICES	DEC/1991
I-107	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-108	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-109	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-110	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-111	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-112	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-113	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-114	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-115	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-116	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-117	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-118	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-119	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-120	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-121	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-122	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-123	252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
I-124	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-125	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-126	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-127	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-128	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-129	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-130	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-131	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-132	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-133	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-134	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

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(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: (TO BE DETERMINED).

(End of clause)

I-135 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-136 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 120 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific

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licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I-137 52.225-10 DUTY-FREE ENTRY APR/1984

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for any duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(b) Except for supplies listed in the Schedule to be accorded duty-free entry, and except as provided under any other clause of this contract or in paragraph (c) below, the following procedures apply:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of (TO BE DETERMINED) that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation into end items to be delivered under this contract. The notice shall be furnished to the Contracting Officer at least 20 days before the importation and shall identify (i) the foreign supplies, (ii) the estimated amount of duty, and (iii) the country of origin.

(2) If the Contracting Officer determines that these supplies should be entered duty-free, the Contracting Officer shall notify the Contractor within ten days.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(c) Paragraph (b) above shall not apply to purchases of foreign supplies if (1) they are identical in nature with items purchased by the Contractor or any subcontractor in connection with its commercial business and (2) segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(d) The Contractor warrants that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated into the end items to be delivered under this contract, and that duty shall be paid to the extent that these supplies, or any portion of them, are diverted to non-Governmental use, other than as scrap or salvage or as a result of a competitive sale authorized by the Contracting Officer.

(e) The Government agrees to execute any required duty-free entry certificates for items specified in this contract or approved by the Contracting Officer and to assist the Contractor in obtaining duty-free entry of the supplies.

(f) All shipping documents covering the supplies to be entered duty-free shall consign the shipments to the contracting agency in care of the Contractor and shall include the delivery address of the Contractor (or contracting agency, if appropriate). The documents shall bear the following information:

- (1) Government prime contract number.

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(2) Identification of carrier.

(3) The notation UNITED STATES GOVERNMENT, US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND, Duty-free entry to be claimed pursuant to Item No(s)(from Tariff Schedules), Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.

(4) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(5) Estimated value in United States dollars.

(g) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (f) above, to mark all packages with the words UNITED STATES GOVERNMENT, and the title of the contracting agency, and to accompany the shipment with at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(h) The Contractor agrees to notify in writing the cognizant contract administration office immediately upon notification from the Contracting Officer that duty-free entry will be accorded (or, if the duty-free supplies were listed in the contract Schedule, upon award by the Contractor to the overseas supplier). The notice shall identify (1) the foreign supplies, (2) the country of origin, (3) the contract number, and (4) the scheduled delivery date(s).

(i) The Contractor agrees to insert the substance of this clause in any subcontract under which--

(1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or

(2) Other foreign supplies in excess of (TO BE DETERMINED) may be imported into the customs territory of the United States.

(End of clause)

I-138 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (ALTERNATE I, JAN/1997
dated June 1989)

(a) Definitions.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

Made, when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 5018a9 of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 532) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: TBD.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

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(1) The Contractor shall disclose each subject invention to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within six months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within eight months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within one year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extensions of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferrable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing

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regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: THIS INVENTION WAS MADE WITH GOVERNMENT SUPPORT UNDER (identify the contract) AWARDED BY (identify the Federal agency). THE GOVERNMENT HAS CERTAIN RIGHTS IN THIS INVENTION.

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within six months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patents rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) and (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any such invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the

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patent application file.

(g) Subcontracts. (1) The Contractor shall include this clause (52.227-11 of the Federal Acquisition Regulation (FAR)), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensee;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until three years after final payment under this contract, have the right to examine any books (including laboratory notebooks),

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records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

- (i) Any such inventions are subject inventions;
 - (ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and
 - (iii) The Contractor and its inventors have complied with the procedures.
- (2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.
- (3) If the Contracting Officer learns of a unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.
- (4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.
- (o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or five percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--
- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;
 - (ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;
 - (iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or
 - (iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(6) above.
- (2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.
- (3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.
- (4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

I-139 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of CANADA, or from which the Contractor or any subcontractor under this contract is exempt under the laws of CANADA, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

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- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of CANADA, or from which the Contractor or any subcontractor under this contract is exempt under the laws of CANADA, shall not constitute an allowable cost under this contract.
- (b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.
- (End of clause)

I-141 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

- (a) Definition.
- Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
"TO BE DETERMINED"	"TO BE DETERMINED"	"TO BE DETERMINED"

- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
- (1) For the development, production, manufacture, or purchase of AA&E, or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.
- (End of clause)

I-142 52.223-11 OZONE-DEPLETING SUBSTANCES JUN/1996

- (a) Definition
- Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

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(End of clause)

I-143 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) APR/1984

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

I-144 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-145 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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(End of clause)

I-146 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-147 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION SEP/1999

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

I-148 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES AUG/1999

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Special Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to

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classified information and shall submit a report to the Contractor's security activity.

(End of clause)

I-149252.233-7001CHOICE OF LAW (OVERSEAS)JUN/1997

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

I-150252.247-7023TRANSPORTATION OF SUPPLIES BY SEANOV/1995

(a) Definitions.

As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

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- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-151	52.204-4008	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE (EDI)	MAY/2000
	(TACOM)		

The Government reserves the right to commence issuing orders to the contract within 90 calendar days after contract award. Any modifications and any delivery orders will be delivered electronically to the contractor using Electronic Data Interchange (EDI) via the Federal Acquisition Network (FACNET). Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(*****)

I-152	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All

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electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)